WITNESS IS PRESENT AND DULY SWORN ON 04.04.2024.

FURTHER EXAMINATION-IN-CHIEF BY SRI.B.N.H FOR SRI. M.G.A ADVOCATE FOR PLAINTIFF.

THE DOCUMENTS PRODUCED BY ME MAY BE EXHIBITED ON MY BEHALF.

Sl. No.	Particulars of documents	Ex.P.
1.	Calculation slip dated 06.12.2014	Ex.P.136
2.	Invoice No.119114 dated 29.10.2013	Ex.P.137
3.	Invoice No.118768 dated 26.10.2013	Ex.P.138
4.	Invoice No.117128 dated 12.10.2013	Ex.P.139
5.	Invoice No.117392 dated 16.10.2023	Ex.P.140
6.	Invoice No.117578 dated 17.10.2023	Ex.P.141
7.	Invoice No.117515 dated 17.10.2023	Ex.P.142

Ex.P.136 to Ex.P.142 are marked subject to objections of the defendant and proof of documents.

While exhibiting the documents Ex.P.101 was given Sl.No as Ex.P.136. Hence, the same is rectified and the documents are exhibited from Ex.P.136 to Ex.P.142.

Cross Examination by Sri.A.G.V advocate for defendant:

I have complete knowledge about the transaction relating to Snehamayi Mahila Seva Trust. I joined the plaintiff in 1997. I have complete personal knowledge about the books of accounts maintained by the plaintiff Company. The Accounts Department of the plaintiff Company maintains the accounts. In Ex.P.18 ledger extract references are made in respect of bills and the same is exhibited as Ex.P.18A. In Ex.P.18A an entry is made with reference to the receipt of amount through cheque. Ex.P.18 ledger is maintained with respect to Snehamayi Mahila Seva Trust. The entries made in Ex.P.18 'Cash on Hand' denotes the payments received through Cash. The plaintiff has not received any payment through cheque other than the payments shown in Ex.P.18A. The cheques referred to in Ex.P.18A were issued by Smt.Vijaya Shivakumar Swamy. The plaintiff has appropriated the cheques issued by defendant Smt.Vijaya Shivakumar Swamy towards the balance payable by Snehamayi Mahila Seva Trust as shown in Ex.P.18A. I have not furnished any documents to show that the defendant No.1 and Snehamayi Mahila Seva Trust are the one and same entity. Snehamayi Mahila Seva Trust was having an outstanding balance of Rs.3,83,965/- to the plaintiff and the same is shown in Ex.P.18.

In Ex.P.3 below the entries receipt there is a recital B, which indicates bill Number. The plaintiff had issued a legal notice to Snehamayi Mahila Seva Trust to pay the outstanding balance of Rs.3,83,965/-. The plaintiff has not filed any suit to recover Rs.3,83,965/- from the Snehamayi Mahila Seva Trust. Smt.Saraswathamma was a Trustee in Snehamayi Mahila Seva Trust. Snehamayi Mahila Seva Trust is a TRUST. The transaction with the Snehamayi Mahila Seva Trust with the plaintiff was commenced in the year 2011. Whenever a person applies for distributorship of plaintiff Company, the plaintiff will consider the financial status of the applicant. The plaintiff has not obtained any documents to ascertain the financial capacity of Snehamayi Mahila Seva Trust. The witness volunteers to depose that by reposing confidence in Sri.Shivakumar Swamy who was the Commercial Manager of the plaintiff Company, the distributorship was granted to Snehamayi Mahila Seva Trust. Billing and Accounts Section of the plaintiff was monitoring the transactions with the Snehamayi Mahila Seva Trust. Sri. Shivakumar Swamy was managing the Billing Section of the plaintiff with reference to Snehamayi Mahila Seva Trust for the period from 01.04.2013 to 31.03.2014. The plaintiff has no documents to show that Smt.Saraswathamma was Trustee of Snehamayi Mahila Seva Trust. In Ex.P.122 to Ex.P.124 there is a portion buyer/purchaser. Sri.Shivakumar Swamy has handed over Ex.P.122 to Ex.P.124 on the dates shown in respective documents. These documents are not entered into inward register. The witness volunteers to depose that there is an endorsement in Ex.P.122 to Ex.P.124 regarding submission of bills. The plaintiff monitors inward and outward movement of the products through the system kept in Billing section. I am not aware about the software installed in the system to monitor the inward and outward movement of products. We have maintained invoice to invoice account in the ledgers in respect of Snehamayi Mahila Seva Trust. Snehamayi Mahila Seva Trust was required to make payment within 15 days from the date of invoice. Invoices would accompany the products at the time of delivery of products. Smt. Saraswathamma has not issued any instructions in writing regarding the appropriation of cash. The witness volunteers to depose that Smt. Vijaya Shivakumar Swamy used to issue calculation slip through Sri.Shivakumar Swamy based on the cash would be appropriated against the invoices as shown in Ex.P.16 to 18. Smt.Ambujamma, Smt.Saraswathamma and Smt.Vijaya Shivakumar Swamy were the trustees of Snehamayi Mahila Seva Trust. Smt.Ambujamma is no more. The plaintiff has no written document to show that Smt.Vijaya Shivakumar Swamy was one of the Trustees of Snehamayi Mahila Seva Trust.

Other than the employees of plaintiff Company all other visitors are required to make an entry in the visitors register.

Further cross examination: Deferred at the request of Sri.A.G.V advocate for defendants.

(Typed to my dictation in the open court)

ROI and AC

(S J KRISHNA)
LXXXIX ADDL. CC & SJ, BENGALURU.